



Maryland Community Solar Subscription Agreement Summary

Customer Name and Information	Name: Service Address: Mailing Address (if different): Telephone: E-Mail: Utility Account #:	Reference Page or Section
Provider's Name and Information	PureSky Community Solar Inc. Subscriber Organization Number: 24D3094980007135 Phone: (877)-267-8727 E-Mail: communitysolar@pureskyenergy.com	Contract Summary
Utility and Service Territory	PEPCO	Contract Summary
Effective Date	Date on which both Parties have signed this Contract Summary	Contract Summary
Term	Month to Month. Automatically renewed monthly for up to twenty-five (25) years unless earlier terminated by Customer.	Section 9
Estimated date CSEGS will begin producing credits	April 2025	Section 7
Subscription Type	The size of your allocation (the " Subscription Size ") will initially be based on your historical annual energy consumption specified as a percent of the expected annual electric production of the Project.	Section 3
Subscription Price and Escalator, if applicable	The " Subscription Rate " during the Term is a fixed ten percent (10%) discount to your prevailing utility volumetric charge (the Utility's Distribution Rate plus the Standard Offer Tariff Rate).	Section 4
Annual or Monthly Fees	No other annual or monthly fee	N/A
Early Termination or Cancellation Fees and Terms	There are no early termination or cancellation fees. You may terminate this Agreement, at no penalty, upon written notice to us: (i) within three business days after signing this Contract; (ii) upon three (3) months' prior written notice at any time for any reason; (iii) upon our Event of Default under this Agreement; or (iv) upon the closure of your Utility Account. We may terminate this Contract, upon written notice to you: (i) at any time if community solar is no longer available; (ii) upon your Event of Default of this Agreement; or (iii) upon three (3) months' prior written notice to you.	Sections 15, 18, 23
Other Fees	You will not be charged any other fees.	N/A
Other Important Terms	The amount of solar energy allocated to your account will depend on how much energy you use, and how much energy the Community Solar Project produces. Your Utility bill will include a line for Solar Bill Credits either as a dollar amount based on the Utility's retail electric rates or in terms of kilowatt hours of solar electricity allocated to you. The amount you owe your Utility will be reduced by the value of your Solar Bill Credits. You will then receive a bill from us for the value of your Solar Bill Credits, discounted by 10% (the Subscription Rate).	Sections 5, 12

Please indicate your approval to the terms and conditions of the Community Solar Maryland Subscriber Agreement which is attached and is incorporated by reference in this Contract Summary. By signing this Contract Summary, you acknowledge and agree that you have read the Community Solar Subscriber Agreement and agree to its terms and conditions. The Community Solar Subscriber Agreement will become effective upon the acceptance by the Provider and we will then forward to you a signed copy.

Subscriber Signature: _____ Date _____

Accepted and Approved: _____ Date _____

Agent Name (If Applicable): _____

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This **COMMUNITY SOLAR SUBSCRIPTION AGREEMENT** (together with the Contract Summary, the “**Agreement**”) is made and entered into on the **Effective Date** by and between the parties whose signatures appear on the Contract Summary.

1. **Definitions.** Throughout this Agreement, the words “**Provider**,” “**we**,” “**us**” and “**our**” mean PureSky Community Solar Inc. The words “**Customer**,” “**you**” and “**your**” refer to the Customer identified in the Contract Summary. You and we are sometimes referred to in this Agreement, individually, as a “**Party**” and, together, as the “**Parties**.” Other capitalized words used in this Agreement have the meanings given to them in bold font contained in quotation marks, including in the “**Maryland Community Solar Contract Summary**” (sometimes referred to as the “**Contract Summary**”) to which this Agreement is attached.
2. **Project.** We are constructing a solar electric generating facility located at 1330 Signal Tree Lane, Potomac, Montgomery County, Maryland 20854 (the “**Project**”).
3. **Solar Bill Credits.** The Project generates electricity and delivers it to the Utility. For each kWh unit of electricity delivered, the Utility gives the Project a credit in its account. Under this Agreement, we will allocate Solar Bill Credits to you. The size of your allocation (the “**Subscription Size**”) will initially be based on your historical annual energy consumption (which we may forecast if you do not have a history of usage) specified as a percent of the expected annual electric production of the Project. The Utility will apply your allocation each month to calculate the number of credits you are entitled to. The value of the credits (the “**Solar Bill Credits**”) applied to your Utility Account will be based on the kilowatt-hours (kWh) allocated multiplied by the rate you pay for all volumetric charges on your utility bill (If you are purchasing your electricity from your utility, the volumetric charge is the Utility’s Distribution Rate plus the Standard Offer Tariff Rate (which consists of a Generation Service Charge and a Transmission Service Charge)). If you are purchasing your electricity from a third-party Energy Supplier, your volumetric charge will consist of the Utility’s Distribution Rate plus the lesser of volumetric charge of the Energy Supplier or the Utility’s Standard Offer Service Rate. We reserve the right, but shall not be obligated, to adjust your Subscription Size at any point during the Term, up or down.
4. **Purchase and Sale of Solar Bill Credits.** You agree to purchase the Solar Bill Credits allocated to your Utility Account at a ten percent (10%) discount (such discounted rate, the “**Subscription Rate**”). The Solar Bill Credits will be calculated and allocated to your Utility Account in U.S. dollars. Ownership of Solar Bill Credits will transfer to you upon the Utility’s calculation of the Solar Bill Credits. The actual production of electricity by the Community Solar Project will vary, and we cannot and do not guarantee the Community Solar Project will in fact produce Solar Bill Credits in any specified amounts. We also cannot and do not predict the value of the Solar Bill Credits that the Utility will calculate and allocate to your Utility Account.
5. **Monthly Charges and Billing.** After the Project begins generating electricity, you will receive two bills: (1) your utility bill, which you will continue to pay as you do now, reduced by your Solar Bill Credits, and (2) a bill from us for the Solar Bill Credits discounted by your Subscription Rate. The bill you will receive from us will reflect the Solar Bill Credits on your utility bill from the prior month. For example, if you receive \$100 in Solar Bill Credits on your June utility bill then with your 10% discount your July invoice from us will total \$90. Each month, you will pay us for the Solar Bill Credits applied to your Utility Account
6. **Consolidated Billing.** Consolidated Billing is not yet available in Maryland but should become available on or before January 1, 2026. You authorize us to sign you up with the Utility for Consolidated Billing once it becomes available. Under Consolidated Billing, the Utility will collect our charge from you for your discounted Solar Bill Credits and forward it to us.
7. **Project Not Yet Constructed.** You understand that, as of the date of this Agreement, it is possible the Community Solar Project has not been built or has not begun to operate or generate electricity from which the Solar Bill Credits can be calculated. You may be placed on a waitlist pending completion of the Project and you will not be allocated Solar Bill Credits until the Project has begun to operate (the “**Project Start Date**”).
8. **Account Transfer.** You understand that the Provider may, in its sole discretion at any time, and without your consent, transfer your rights and obligations under this Agreement to a different Community Solar Project located in your Utility’s service territory, provided such transfer shall not result in any change to your rights and obligations under this Agreement without your affirmative consent. In such case, you will receive notice from both us and the entity we are making the transfer to and we shall also provide a copy of such notice to your Utility, the MD PSC and the Office of People’s Counsel of the State of Maryland. Upon such a transfer, the transferee will assume in full all of our rights and obligations arising under this Agreement from and after the date of our assignment and we will be released of all of our obligations and liabilities arising under this Agreement from and after the date of such notice. Further, we expressly reserve the right without your consent to collaterally assign or pledge our interests hereunder or any monies due under this Agreement to any of our financing parties. We will inform you if we make such an assignment.
9. **Term.** The term (“**Term**”) of this Agreement will begin on the Effective Date and will end twenty-five (25) years after the Project Start Date, unless earlier terminated as permitted under Agreement. We will deliver to you notice at least 30 days before expiration of this Agreement or three months before our voluntary cancellation of the Agreement.
10. **Your Obligations to the Utility, any Competitive Supplier and to Us.** During the Term of this Agreement, you must continue to maintain your Utility Account, and you must take electric service at your building or dwelling under your Utility Account in your own name.
11. **No Ownership of Community Solar Project.** You understand that you will not own any interest in the Community Solar Project. The Community Solar Project will be developed, constructed, owned, and operated by us (the “**Project Owner**”) and we have the right to market and sell the Solar Bill Credits. You also agree that any and all tax credits, incentives, renewable energy credits, and all other attributes of the Project other than your Solar Bill Credits are the property of Project Owner.

12. **Excess Solar Bill Credits.** If in a given billing month, the number of Solar Bill Credits you receive is in excess of your Utility invoice for volumetric charges for that month, the excess credits shall carry over to the next month's bill until the credits can be utilized or until the earlier date on which: (a) Your utility account is closed; or (b) your last meter reading prior to the month of April. Customer credits that are not carried over under (b) above shall be handled as excess generation and paid by the Utility at a lower rate.

13. **Information; Authorization; Privacy.** You hereby authorize us, any Subscription Coordinator we may utilize, and our third-party subcontractor(s) providing customer management services (i) to deliver to the Utility and keep on record with the Utility information required by the Utility and (ii) to obtain release from the Utility such information about your Utility Account as needed for the Community Solar Project. You further agree that we may share any information provided as necessary to conduct our business. Further, you agree to provide us with information on your Utility account, including copies of the invoices. Provider has implemented a Privacy Policy <https://www.pureskyenergy.com/privacy-policy> to protect Customer and its personal data. Customer may rescind this authorization at any time by providing written notice thereof to Provider or by calling (877) 267-8727. We reserve the right to cancel this Agreement in the event Customer rescinds the authorization. The data obtained pursuant to this authorization will be retained by Provider for the period prescribed under state law for the statute of limitations for contractual disputes.

14. **Your Options If You Move.** If you move out of your building or dwelling you may have the opportunity to have Solar Bill Credits allocated to the Utility Account at your new location. If you want to transfer this Agreement to your new Utility Account, it must be located within the same Utility's service territory. You must provide written notice to us of your new Utility Account information.

15. **Early Termination of this Agreement.** We may terminate this Agreement either (i) before the end of the Term on three months prior notice or (ii) as provided in Section 18, below. You may terminate this Agreement at any time for any reason with three months prior written notice to us. If this Agreement is terminated pursuant to this Section, then all Solar Bill Credits received by you prior to such termination shall be retained by you and you agree to pay us at the Subscription Rate with respect to any Solar Bill Credits that have or may continue to be allocated to you by the Utility after termination until your Utility Account can be removed from the Project by the Utility.

16. **Allocation Delays.** Under applicable law, we will only be permitted to make changes in the Allocation Request Form once per billing cycle at least thirty (30) days before the billing date. For this reason, there may be a delay of as long as three (3) months in beginning or changing allocations. You will be charged for and are liable to pay for any Solar Bill Credits actually allocated to your account until the Utility actually ceases allocating Solar Bill Credits according to our instructions, pursuant to this Agreement.

17. **Assignment of Agreement by You.** You may not assign, sell, pledge or in any other way transfer this Agreement without our prior written consent, which we will not unreasonably withhold or delay in the case of an assignment.

18. **Unforeseen Problems; Our Optional Termination.** If there are unforeseen problems with performing our obligations under this Agreement as a result of: (i) our actions or omissions; (ii) actions taken by or on behalf of you or other persons; (iii) a Force Majeure Event; (iv) a Regulatory or Other Change; or (v) due to

the inaccuracy of any information that you provided and on which we relied, we reserve the right to terminate this Agreement by giving you prior written notice.

19. **Regulatory or Other Change.** If any change in applicable law, rule, regulation, or utility or PJM tariff occurs after the date of the Agreement that establishes requirements affecting the performance of our obligations under this Agreement (each, a "Regulatory or Other Change") that has a material adverse effect on our cost of performing such obligations, as determined by us in our sole discretion, we will have the right to terminate this Agreement.

20. **Not a Utility, Electricity Supplier, or Broker.** You acknowledge that we are not, and that our services to you and sale of Solar Bill Credits under this Agreement will not cause us to become an electric utility, a generation company, an aggregator or supplier, an energy marketer or energy broker, as those terms are defined under Maryland rules, regulations, or laws.

21. **Force Majeure Event.** Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered unable to timely perform its obligations under this Agreement (other than a payment obligation) because of events which are beyond their control and do not result from their negligence (a "Force Majeure Event"), that Party will be excused from performance affected by the Force Majeure Event (but only to the extent so affected), provided that: (a) the affected Party gives the other Party prompt written notice; (b) the suspension is no longer than required; and (c) the affected Party uses all reasonable efforts to mitigate or remedy its inability to perform.

22. **Events of Default; Remedies.** **Events of Default.** The occurrence of any one or more of the following events with respect to one of the Parties (the "Defaulting Party") will be an event of default ("Event of Default") under this Agreement: (a) failure of you to pay any amount due and payable under this Agreement within fourteen (14) days after receiving notification on missing two consecutive payments ("Payment Default"); (b) failure to cure non-performance within thirty (30) days after receiving notice of failure to perform any material obligation under this Agreement; (c) a representation or warranty of such Defaulting Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby; (d) you assign, transfer, encumber, sublet or sell this Agreement without complying with this Agreement.

23. **Remedies.** On the occurrence of an Event of Default the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement immediately upon written notice to the Defaulting Party. Nothing herein will limit either Party's right to collect damages upon the occurrence of a breach by the other Party that does not become an Event of Default. Notwithstanding the preceding, Customer may also seek remedies identified in Section 34 of this Agreement. In the event of a default by you, you will remain obligated to pay us for all Solar Bill Credits that have or may continue to be allocated to you by the Utility, including any Solar Bill Credits that are allocated to you following termination of this Agreement until your Utility Account can be removed from the Project by the Utility.

24. **Indemnity.** Each Party (in such capacity, the "Indemnifying Party") shall indemnify and defend the other Party and the parties and persons associated with them (each, including such other Party, an "Indemnified Person") from and against claims and liabilities (including reasonable attorneys' fees and expenses) sought by a third party (collectively, "Third Party Claims") to the extent

resulting from the Indemnifying Party's negligence or willful misconduct, except to the extent such Third Party Claim is attributable to the negligence or willful misconduct of the subject Indemnified Person. The provisions of this section shall survive termination or expiration of this Agreement.

25. Limitations of Liability. NEITHER WE NOR OUR EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF OUR OR THEIR PERFORMANCE OR NONPERFORMANCE HEREUNDER. THE PROVISIONS OF THIS SECTION WILL APPLY WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

26. Representations, Warranties and Covenants to Us. You hereby represent and warrant to us that: (a) you have read and understand this Agreement and have had the opportunity to ask us questions and to seek advice of an attorney if so desired; (b) you are duly authorized to execute, deliver and perform this Agreement and that such execution, performance and delivery will not violate any law or conflict with any agreement you are a party to; (c) this Agreement is your valid obligation and it is enforceable against you in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally); (d) your name is associated with the Utility Account and you are a retail customer of the Utility and the owner of your Utility Account; (f) any solar panels you may already utilize coupled with your community solar subscription will not exceed 200% of your annual usage for the past year, (h) all information that you have provided to us is accurate, true and complete in all respects, (g) If any are imposed, you will be responsible for and will pay all sales taxes and other taxes and charges imposed upon the sale of Solar Bill Credits from us to you, and (i) You grant us permission to check your credit report and other credit records maintained by credit reporting bureaus and agencies at any time during the Term.

27. Our Representations and Warranties to You. We hereby represent and warrant to you that (a) PureSky Community Solar Inc. is duly organized, validly existing and in good standing and is registered to conduct business in the State of Maryland; (b) our execution, delivery and performance of this Agreement have been duly authorized by all necessary company action; and (c) this Agreement is our valid obligation and enforceable against us in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

28. Notifications And Contact Information.

(a) **Electronic Notifications.** You agree to maintain a valid email address and to receive notices, including invoices, electronically and to give us any update to your email address. You consent to receive text (SMS) messages from us or from our affiliates for the purposes of enrolling and managing your subscription. We will also notify you through email of any changes that will impact your subscription within 30 days of such event or as soon as reasonably possible. If, after the Project Start Date, the Project is out of service for a period of 3 days or more, we will notify you and let you know the expected duration of the outage and the expected effect on the number of Solar Bill Credits

(b) **Questions or Complaints.** If you have questions or complaints about this Agreement, please contact us at: communitysolar@pureskyenergy.com or (877) 267-8727, Monday through Friday, except holidays, from 8:00 a.m. to 5:00 p.m. EST.

(c) **MD PSC.** The Maryland Public Service Commission may be reached at (800) 492-0474, or by visiting <https://www.psc.state.md.us/consumers>.

29. Miscellaneous Provisions. (A) Provider shall provide proof of insurance at Subscriber's request of coverage sufficient to repair, restore or rebuild the Project in the event of significant damage or loss in the use of the Project. Coverage shall include General Liability Insurance, which includes contractual liability and completed operations insurance for damages arising out of Provider's negligence; (B) Provider shall send a written notice of enrollment that states the following: Subscriber's name; Subscriber service address; Billing name; Billing address; Utility name; Utility account number; Subscriber organization name; Subscriber organization account number; and Effective date of the enrollment; (C) The long-term maintenance plan for the Project renewable energy facility is managed by the Provider. The facility shall be maintained in accordance with prudent industry standards and all applicable laws and regulations.

30. Governing Law; Disputes and Customer Rights. The laws of the State of Maryland shall govern this Agreement. In the event of a dispute under this Agreement, the Parties shall first use reasonable efforts to resolve the dispute amicably and in good faith. Further, if Customer alleges a violation by Provider of Maryland's community solar program, which could include a violation of this Agreement, Maryland regulations provide that the Customer may file a dispute with the MD PSC's Consumer Affairs Division. In such circumstance, based on the Code of Maryland Regulations, upon proof of the allegations, the Customer's remedy through the Consumer Affairs Division is limited to a refund of any overcharge and any fees or penalties paid by the Customer as a result of the unauthorized subscription or other violation.

31. Other. (A) This Agreement contains our entire agreement regarding the Project and the sale and purchase of Solar Bill Credits generated by the Project; (B) If any portion of this Contract is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable; (C) Any waiver or amendment of the provisions of this Agreement must be in writing and signed by the Party against whom the waiver or Amendment is being enforced. Your or our failure to require performance of or enforce any term of this Agreement will not be deemed to be a waiver; (D) Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party in order to give full effect to this Agreement; (E) This Agreement may be executed in counterparts, and, if so executed, each such counterparty shall have the force and effect of the original for all purposes. This Agreement may be executed by pdf exchanged signed agreements between the Parties.

32. UNDER MARYLAND LAWS, YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME AND FOR ANY REASON PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT YOU HAVE EXECUTED THIS AGREEMENT, BY NOTIFYING CHABERTON SOLAR SANTA ROSA LLC.



An Exelon Company

CUSTOMER USAGE INFORMATION AUTHORIZATION

Please complete all fields.

Contractor Information (please print)

_____ (Individual)	Representing	<u>PureSky Energy</u> (Company)
Phone Number (240) <u>553-3799</u>	E-mail Address	<u>Care@HelloPureSky.com</u>

Customer Information (please print)

Pepco Account Number

Customer Name

Address

City

State

Zip

Phone Number

Email Address

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I hereby affirmatively consent to my electric utility disclosing, or permitting access to, my historical energy usage (including, where applicable, interval usage) to

**PureSky Energy**

(Contractor Company Name)

and consent to the release of same so that the Contractor (and its Authorized Users) referenced above may evaluate my energy usage. The electric utility treats all customer information as confidential. The information disclosed, which the Contractor (and its Authorized Users) is permitted to access, is to be used for the sole purpose of solar system sizing.

(Customer Signature)

Date\*

\*This authorization is valid for one year from the above date.